BILL NO. S-80-12-43

SPECIAL ORDINANCE NO. S-17-81

AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 317-80 between the City of Fort Wayne, Indiana and John Hartman Construction Company, Contractor for installation of sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated December 16, 1980, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works and John Hartman Construction Company, Contractor for:

> construction of a main sewer for Auer and McAdams Highland Grove which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed,

under Board of Public Works Sewer Improvement Resolution No. 317-80, at a total cost of $151,737.40, all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY DECEMBER 18, 1980.

JOHN E. HOFFMAN, City Attorney

Read the first time in full and on motion by Burns, seconded by Dion, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ___M.,E.S.T.

DATE: 12-23-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Gia Quinta, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BURNS	X				
EISBART	X				
GiaQUINTA	X				
NUCKOLS				X	
SCHMIDT, D.	X				
SCHMIDT, V.	X				
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 1-13-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-17-81

on the 13th day of January, 19 81

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of January, 19 81, at the hour of 11:00 o'clock A M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Jan. 19 81, at the hour of 11 o'clock A M.,E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-12-43

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 317-80 between the City of Fort Wayne, Indiana and John Hartman Construction Company, Contractor for installation of sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN
DATE 11/3/81 CHARLES W. WESTERMAN, CITY CLERK

70-78-2 CF/1 (k) 12/16/80

CONTRACT NO. 317-80

THIS CONTRACT made and entered into in triplicate this 16th day of December, 1980, by and between JOHN HARTMAN, herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

AUER ADDITION

Lateral #1

Beginning at an existing sanitary sewer located 5± LF north of and 2± LF west of the northeast corner of lot no. 12 of Auers Addition; thence, south 2± LF west of and parallel to the west property line of lot No. 12 390± LF terminating at a proposed manhole located 5± LF south of and 2± LF west of the southwest corner of lot No. 12 of said Addition.

Lateral #2

Beginning at a proposed sanitary manhole located 5± LF south of and 2± LF west of the southwest corner of lot No. 12 of Auers Addition; thence, easterly 630± LF terminating at the proposed cleanout located 20± LF north of and 70± LF east of the centerline intersection of Auer Drive and Johnie Drive.

Lateral #3

Beginning at a proposed sanitary sewer manhole located 5± LF south of and 2± LF west of the southwest corner of lot No. 12 Auers Addition; thence, west 600± LF terminating at a proposed manhole 20± LF north of and 25± LF east of the centerline of intersection of Auer Drive and St. Joe Road.

Lateral #4

Beginning at a proposed sanitary sewer manhole located 20± LF north of and 25± LF east of the centerline intersection of Auer Drive and St. Joe Road; thence, southerly 350± LF terminating at a proposed manhole located at 5± LF west of and 5± LF south of the northwest corner of lot No. 1 of said Auer Addition.

Lateral #5

Beginning at a proposed manhole located 20± LF east of and 20± north of centerline intersection of Auer Drive and Ruann Drive; thence, southerly 325± LF terminating at a proposed manhole located 5± LF west of and 300± LF south of the centerline intersection of said Auer Drive and Ruann Drive.

Lateral #6

Beginning at a proposed sanitary manhole located 20± LF east of and 20± LF north of the centerline intersection of Auer Drive and Dilljo Drive; thence, southerly 825± LF terminating at a proposed manhole located 20± LF east of and 300± LF south of the centerline intersection of said Auer Drive and Dilljo Drive.

Lateral #7

Beginning at a proposed sanitary sewer manhole located 20± LF east of and 20± LF north of intersection of Johnie Drive and Auer Drive; thence, southerly 325± LF terminating at a proposed manhole 20± LF east of 300± LF south of the centerline intersection of Auer Drive and Johnie Drive.

Lateral #8

Beginning at an existing sanitary sewer located 5± LF north of and 2± LF west of the northeast corner of lot No. 8 of Auers Addition; thence, southerly 2± LF east of and parallel to the east property line of said lot Nos. 8, 7, and 6 of Auers Addition 220± LF terminating at a proposed manhole located 2± LF west and 5± LF south of the northeast corner of lot No. 6 of said Addition.

McAdams Highland Grove Addition

Lateral #1

Beginning at an existing sanitary sewer located 5± west of 2± LF south of the northwest corner of lot No. 674 of said Addition; thence, westerly 210± LF to a proposed manhole; thence, due north 720± LF to a proposed manhole located 20± LF east of and 5± LF south of the southeast corner of lot No. 8 of McAdams Highland Grove Addition; thence, westerly 750± LF terminating at a proposed manhole located at 15± LF west of and 5± LF south of southeast corner of lot No. 1 of said Addition.

Lateral #2

Beginning at a proposed sanitary sewer manhole located 20± LF south of 5± LF west of the centerline intersection of Laddie Lane and Lassie Lane; thence, westerly 20± LF south and parallel to centerline of said Laddie Lane 850± LF to a proposed manhole located 45± LF south of and 5± LF west of the southeast corner of lot No. 22 of said Addition; thence, northerly 5± LF west of and parallel to the east lot line of lots No. 22, 23, and 24, 270± LF terminating at a proposed manhole located 5± LF west of and 5± LF north of the southeast corner of lot No. 24 of said Addition.

Lateral #3

Beginning at a proposed sanitary sewer manhole located 20± LF east of 5± LF south of the southeast corner of lot No. 8 of said Addition; thence, due east 190± LF terminating at a proposed manhole located 5± LF west of 5± LF south of the southeast corner of lot No. 10 of said McAdams Highland Grove Addition.

Said sewer shall be 8" in diameter.

All according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11042, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of $151,737.40. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

8" Sewer Pipe	Twelve dollars and 10/100	12.10
Std. M.H. Type I-A	One thousand one hundred twenty-five dollars and no/100	1,125.00
Std. Cleanout	Two hundred fifty dollars and no/100	250.00
6" "T" or "WYE"	Thirty-five dollars and no/100	35.00
6" Building Sewer Pipe	Nine dollars and 50/100	9.50
Special Backfill	Six dollars and no/100	6.00
#53 or #73 Special Backfill	Eight dollars and no/100	8.00
4" Asphalt (Driveway)	Twenty dollars and no/100	20.00
6" Stone Surface (Driveway)	Eight dollars and no/100	8.00
Double Chip & Seal	One dollar and 75/100	1.75
Seeding & 2" Mulch	No dollars and 50/100	0.50
4"-12" Tile Replacement	Fifteen dollars and no/100	15.00
15"-18" Tile Replacement	Twenty dollars and no/100	20.00
Culvert Pipe 8"-15" C.M.P. (Incl. Hdwl.)	Sixteen dollars and no/100	16.00
6" "T" or "WYE" C.F.W. Tap Permits	Fifty dollars and no/100	50.00
Base Stabilization	Eight dollars and no/100	8.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that

Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NON-DISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/32).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 317-80
B. Instructions to Bidders for Contract No. 317-80
C. Contractor's Proposal Dated Sept. 9, 1980
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11042
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.

F. Federal Contract Provisions.
G. Workmen's Compensation Act (I.C. 22-3-2-1).
H. Non-Discrimination of labor General Ordinance No. G-34-78 (as amended).
I. Prevailing wage scale.
J. Performance Bond.
K. Labor and Material Payment Bond.
L. Comprehensive Liability Insurance Coverage.
M. Application for Cut Permit.
N. Escrow Agreement.
O. Notice of Award.
P. Notice to Proceed.
Q. Change Order.
R. Notice of Final Acceptance.
S. Addenda No. 1 and 2

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within the contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Enviromental Protection Agency and Common Council of the City of Fort Wayne,

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: John F. Hartman
John F. Hartman, ~~President~~ Owner

BY: _____
_____, Secretary

CITY OF ~~FORT WAYNE~~, INDIANA

BY: _____
Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:
~~APPROVED AS TO FORM AND LEGALITY:~~

Richard A. Thompson
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on ____ day of _____, 19__.

Contract No. 317-80

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this 16th day of December, 1980, by and between Allen County Bank & Trust (herein called Escrow Agent), City of Fort Wayne, Indiana (herein called Owner), and John Hartman Construction Co (herein called Contractor).

WHEREAS, Owner and Contractor entered into a contract dated _____, providing for the construction by the Contractor of a public building, work or improvement subject to the provisions of IC 1971, 5-16-5.5; and

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called Retainage) and placed in an escrow account;

NOW, THEREFORE, it is agreed as follows:

1. Owner will hereafter deliver or cause to be delivered to Escrow Agent the Retainage, to be held in escrow in accordance with the terms of this agreement.

2. Escrow Agent will promptly invest the Retainage in such obligations as selected by the Escrow Agent at its discretion. All income earned on such funds shall be added to and become a part of the escrowed principal.

3. The Escrow Agent shall pay over the net sum held by it hereunder as follows:

a. In the manner directed by the joint written authorization of the Owner and Contractor.

b. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of the Architect's certificate or Architect-Engineer's certificate pursuant to Article 2.2.01e of the General Conditions showing that the Owner has terminated the employment of the Contractor, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

c. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in (b) above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

4. This Escrow Agreement shall consitute the direction from the Owner and Contractor to the Escrow Agent of the Manner in which the Retainage is to be paid by the Escrow Agent, pursuant to IC 1971 5-16-5.5.

5. The Escrow Agent shall deduct, before any payment from the amounts received hereunder, its fee as Escrow Agent, which fee shall be computed as follows:

a. A charge of $10.00 for the first twelve month period, such charge to be assessed at the end of the first year or upon termination of the agreement

b. An additional charge of $10.00 for the second twelve month period, such charge to be assessed at the end of the second year or upon termination of the agreement

c. If the agreement is still in effect two years from the initial investment date, charges for periods beyond two years shal be renegotiated.

Provided, however, that the escrow fee shall be commensurate with fees now being charged for the handling of escrow accounts of like size and duration.

6. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

7. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds; the Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

Allen County Bank & Trust
(ESCROW AGENT)

BY Vincent D. Hanson
Executive Vice President

John Hartman Construction Co.
(CONTRACTOR)

John F. Hartman

(OWNER)

ITS BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

AUTHORIZATION OF PAYMENT

The undersigned Owner and Contractor hereby direct _____ ("Escrow Agent") to advance to the Contractor the sum of _____ Dollars ($_____) pursuant to Section 3 of the Escrow Agreement dated _____, 19____, by and between the aforementioned parties, including accrued income, less the escrow fee.

(OWNER)

BY_____

Its Board of Public Works

(CONTRACTOR)

BY_____

Contract No. 317-80

PERFORMANCE BOND Copy

KNOW ALL MEN BY THESE PRESENTS, that

John Hartman Construction Co.
(Name of Contractor)

10310 Diebold Rd., Fort Wayne, Indiana 46825
(Address of Contractor)

a Individual hereinafter called
(Corporation, Partnership, or Individual)

Principal, and State Automobile Mutual Insurance Company
(Name of Surety)

Columbus, Ohio
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of One hundred fifty one thousand seven hundred thirty seven & 50/100 dollars ($151,737.50 (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 16th day of December, 19 80, for the construction of:

Sanitary Sewer

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. 1 through 18 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, and contined herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompaning the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisifed.

Contract No. 317-80

NOW, THEREFORE, if the Principal shall well, truly and fiathfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 (number)

counterparts, each one of which shall be deemed an original, this

16th day of December, 19 80.

John Hartman Construction Co.
(Principal)

BY: Vicki L. Hartman (SEAL)
Vicki L. Hartman

10310 Diebold Rd., Ft. Wayne, In.
(Address)

Eileen Y. Nix
(Witness as to Principal)

1435 Baywood Drive
(Address)

New Haven, In. 46774

State Automobile Mutual Ins. Co.
(Surety)

BY: Robert A. Forbing
(Attorney-in-Fact)

2039 Fairfield Ave., Fort Wayne, In.
(Address)

Eileen Y. Nix
(Witness as to Surety)

1435 Baywpod Drive
(Address)

New Haven, In. 46774

Contract No. 317-80

STATE OF OHIO
COUNTY OF FRANKLIN, } ss:

On this 23rd day of January, A.D., 19 78, before me personally came Richard J. Ridgley and Norman G. Moum, to me known, who being duly sworn, did depose and say that they are the Vice President and Vice President respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.

NOTARIAL SEAL FRANKLIN COUNTY, OHIO

Larry H. Dowl
Notary Public.
My Commission Expires 2-9-80

CERTIFICATE

I, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 16th day of December 19 80

Larry H. Dowl
Assistant Secretary

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

CERTIFIED COPY

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

COLUMBUS, OHIO

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint

Robert A. Forbing, Jack D. Forbing, Michael S. Forbing, Gary L. Forbing ALL

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds or undertakings described below, to wit:

any and all bond, undertakings, or other written obligations in the nature thereof, subject to the limitation that the penalty of any one bond shall not exceed Two Hundred Thousand Dollars ($200,000.00) in amount

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resoution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any Assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) said officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer and any Assistant Treasurer, shall have power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, which the business of the Company may require; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any Assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 23rd day of January, 1978.

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY.

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

By Richard J. Ridgley

Richard J. Ridgley - Vice President

Norman G. Moum - Vice President

Form 18-B Cert.

Copy

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

John Hartman Construction Co.
(Name of Contractor)

10310 Diebold Rd., Fort Wayne, Indiana 46825
(Address of Contractor)

a Individual, hereinafter called Principal,
(Corporation, Partnership or Individual)

and State Automobile Mutual Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of One hundred fifty one thousand seven hundred thirty seven & 50/100 Dollars ($151,737.50) (value of work) for the payment whereof well and truely to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 16th day of December, 19 80, for the construction of:

Sanitary Sewer

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. 1, through 18 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this 16th day of December, 1980.

John Hartman Construction Co.
(Principal)

Eileen Y. Nix
(Witness as to Principal)

BY: Vicki L. Hartman (S)
Vicki L. Hartman
10310 Diebold Rd., Ft.Wayne, Ind.
(Address)

1435 Baywood Drive
(Address)
New Haven, Tndiana 46774

State Automobile Mutual Ins. Co.
(Surety)

Eileen Y. Nix
(Witness as to Surety)

BY: Robert A. Forbing
(Attorney-in-Fact

1435 Baywood Drive
(Address)

2039 Fairfield Ave.
(Address)

New Haven, In. 46774

Fort Wayne, Ind.

Contract No. 317-80

STATE OF OHIO
COUNTY OF FRANKLIN, } ss:

On this 23rd day of January, A.D., 19 78, before me personally came Richard J. Ridgley and Norman G. Moum, to me known, who being duly sworn, did depose and say that they are the Vice President and Vice President respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.

NOTARIAL SEAL FRANKLIN COUNTY OHIO

Larry H. Dowl
Notary Public.
My Commission Expires 2-9-80

CERTIFICATE

I, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 16th day of December 19 80

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

Larry H. Dowl
Assistant Secretary

CERTIFIED COPY

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

COLUMBUS, OHIO

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint.....
Robert A. Forbing, Jack D. Forbing, Michael S. Forbing, Gary L. Forbing ALL

.....

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds or undertakings described below, to wit:
any and all bond, undertakings, or other written obligations in the nature thereof, subject to the limitation that the penalty of any one bond shall not exceed Two Hundred Thousand Dollars ($200,000.00) in amount

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Boerd of Directors of State Automobile Mutuel Insurence Company, that any two (2) of the following officers of the Company, viz: the President, eny Vice Presidant, eny Assistant Vice President, Secretary, eny Assistant Secretery, Treesurer, and any Assistent Treesurer, shall heve the power and euthority to appoint egents and attorneys-in-fect and to euthorize them to execute on behelf of the Company, and attach the seel of the Company thereto, bonds, undertakings, recognizences, consents of surety or other written obligetions in the netura thereof; end any such bond, undertaking, recognizence, consent of surety or written obligetion in the nature thereof shell be velid end binding upon the Company when duly executed and sealed, if e seel is required, by such ettorney-in-fect or egent pursuent to and within the limits of the euthority grented by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) seid officers may remove eny such Attorney-in-Fact or Agent and revoke the power and euthority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretery, any Assistant Secretary, Treesurer end any Assistent Treesurer, shall heve power and euthority to execute on behelf of the Company, eod attach the seel of the Company thereto, bonds, undertakings, recegnizences, consents of surety or other written obligations in the nature thereof, which the business of the Company mey require; end any such bond, undertaking, recognizence, consent of surety or written obligation in the neture thereof shall be velid end binding upon the Company when duly executed end seeled, if e seel is required.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signeture of the President, eny Vice Presidant, eny Assistant Vice Presidant, Secretary, eny Assistent Secretary, Treasurer, and eny Assistant Treesurar and the Company seal mey be effixed by facsimile to any power of attorney or speciel power of attorney or certification of either given for the execution of eny bond, undertaking, recognizence, consent of surety or other written obligetion in the nature thereof; such signature end seel, when so used being hereby edopted by the Company as the original signeture of such officer end the originel seal of the Company, to be velid end binding upon the Company with the seme force end effect as though menually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 23rd day of January, 19 78

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY.

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

By Richard J. Ridgley
Richard J. Ridgley - Vice President

Norman G. Moum
Norman G. Moum - Vice President

Form 18-B Cert.

SET TAB STOPS AT ARROWS

Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Forbing Agency, Inc.
2039 Fairfield Ave.
P.O. Box 9204
Fort Wayne, Ind. 46899

NAME AND ADDRESS OF INSURED

John Hartman Construction Co.
10310 Diebold Rd.
Fort Wayne, Ind. 46825

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A	State Automobile Mutual Ins. Co.
COMPANY LETTER B	Maryland Casualty Co.
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)	EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY X COMPREHENSIVE FORM ☐ PREMISES OPERATIONS ☐ EXPLOSION AND COLLAPSE HAZARD X UNDERGROUND HAZARD X PRODUCTS COMPLETED OPERATIONS HAZARD ☐ CONTRACTUAL INSURANCE ☐ BROAD FORM PROPERTY DAMAGE X INDEPENDENT CONTRACTORS ☐ PERSONAL INJURY	PBP7 592 435	10-4-81	BODILY INJURY	$ 500	$ 500
				PROPERTY DAMAGE	$ 100	$ 100
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
				PERSONAL INJURY		$
	AUTOMOBILE LIABILITY ☐ COMPREHENSIVE FORM ☐ OWNED ☐ HIRED ☐ NON-OWNED			BODILY INJURY (EACH PERSON)	$	
				BODILY INJURY (EACH ACCIDENT)	$	
				PROPERTY DAMAGE	$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
B	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	TC1 20620928	11-13-81	STATUTORY	$ 100	EACH ACCIDENT
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

City of Fort Wayne, Indiana
100 E. Main St.
Fort Wayne, Ind. 46802

DATE ISSUED 12-16-80

Robert A. Forbing
AUTHORIZED REPRESENTATIVE

ACORD 25 (Ed. 11-77)

TITLE OF ORDINANCE St. Joe Area Sanitary Imp. Sewage Works Grant C-180599-06 Res. 317-80

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE The Contract for Auer and McAdams Highland Grove is for the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed

All according to WPC Engineering Department Drawing No. SY-11033, and do everything required by the Contract and the documents. The improvements cover the construction in the St. Joe drainage basin which will improve the wtter quality of the City's raw water supply

S-80-12-43

EFFECT OF PASSAGE John Hartman Constructon will be the Contractor for Res. 317-80 AUER AND McADAMS HIGHLAND GROVE. which will improve the water quality of the City's raw water supply.

EFFECT OF NON-PASSAGE The above described passage cannot be possible.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) This project will cost: $151,737.40

Which will be paid for by USEPA (75%), State (10%), and City Utilities (15%)

ASSIGNED TO COMMITTEE City Utilities

sa